

FIRST AMENDMENT
To
TURNKEY RELOCATION AGREEMENT
FOR POINT-TO-POINT FIXED SERVICE
SEATTLE CITY LIGHT - DEAL #44

This Amendment ("Amendment") is made to the Relocation Agreement for Point-to-Point Fixed Service ("Agreement") dated August 20, 2007 between the City of Seattle by and through its City Light Department ("Seattle City Light"), and T-Mobile USA, Inc. ("T-Mobile").

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The 5th WHEREAS clause, first sentence, shall be deleted and replaced with the following:

WHEREAS, subject to the obligations and representations herein, the Parties shall take reasonable actions to gain Acceptance of the New System, and cease operations of the former fixed point-to-point microwave radio system, by **June 30, 2008** (the "Current System Termination Date").

2. Schedule A – Affected Paths, Schedules C – Certificates of Installation and Schedules D – Certificates of Acceptance shall be deleted in their entirety and replaced with the attached Schedule A, Schedules C-1, C-2 & C-3 and Schedules D-1, D-2 & D-3 to reflect Specific Link Decommission dates.
3. Section 14.3 – Condition Precedent shall be deleted and replaced with the following:

14.3 Condition Precedent: Both parties acknowledge and agree this Agreement is entered into subject to the approval of the Seattle City Council, which the City Light Department shall use reasonable efforts to initiate and obtain.
4. This Amendment and the Agreement constitutes the entire understanding of the Parties with respect to the subject matter and supersedes all other written or oral agreements existing between the Parties hereto regarding the subject matter of this Amendment.
5. Except as expressly amended herein, all terms, conditions and provisions contained in the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

**The City of Seattle, by and through its
City Light Department**

By: _____

Name: _____

Title: _____

Date: _____

T-Mobile USA, Inc.

By: _____

Name: _____

Title: _____

Date: _____

TURNKEY RELOCATION AGREEMENT
FOR POINT-TO-POINT FIXED SERVICE
Seattle City Light

This Agreement is executed as of this 20 day of Aug., 2007, between the City of Seattle, by and through its City Light Department ("Incumbent" or "Seattle City Light") and T-Mobile USA, Inc. ("T-Mobile") (each a "Party" and, collectively, the "Parties").

WHEREAS, Seattle City Light or its Affiliate operates a fixed point-to-point microwave radio system on certain frequencies within the 2110 to 2155 MHz band that is utilized for Seattle City Light's communication needs on the path(s) identified on Schedule A hereto (the "Affected Paths"), incorporated by reference herein; and

WHEREAS, The Federal Communications Commission ("FCC"), pursuant to ET Docket No. 00-258, reallocated and auctioned the 2110 to 2155 MHz frequencies, including those used by Seattle City Light for the Affected Paths, to commercial enterprises for use by emerging technologies known as Advanced Wireless Services ("AWS"); and

WHEREAS, T-Mobile has determined that the AWS system(s) in the Market indicated on Schedule A (the "Market") may cause interference to the Seattle City Light's Affected Paths and desires that Seattle City Light permanently vacate, in accordance with the FCC's stated priorities, its licenses to operate in the Affected Paths and relocate its operation onto other microwave frequencies available to Seattle City Light; and

WHEREAS, Seattle City Light and T-Mobile desire to negotiate the replacement of the microwave system used by Seattle City Light on the Affected Paths (the "Current System") in the Market and to reach a formal agreement with respect to the design, funding and implementation of a replacement microwave system (the "New System") as more specifically defined hereinafter in Schedule B hereto.

WHEREAS, subject to the obligations and representations herein, the parties shall take reasonable actions to gain Acceptance of the New System, and cease operations of the former fixed point-to-point microwave radio system, **by December 31, 2007** (the "Current System Termination Date"). **NOW, THEREFORE**, In consideration of the mutual promises of the parties contained hereinafter and for other valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, T-Mobile and Seattle City Light agree as follows:

1. Definitions

- a) **Defined Terms** As used in this Agreement, the following terms have the following meanings:

- i) **"Affiliate"**: with respect to a Party, means any individual or entity that directly or indirectly controls, is controlled by or is under common control with the Party.
- ii) **"Microwave Path"**: means a one way or two-way, fixed or temporary fixed, point-to-point or point-to-multipoint radio system consisting of transmitters, receivers and other associated equipment, which transmits or receives, in whole or in part, on frequencies in the 2110 to 2155 MHz Band.
- iii) **"New System"**: the microwave facilities generally described on Schedule B hereto that will replace the Affected Path(s) and which will encompass part or all of the equipment listed on Schedule B hereto or other comparable equipment.

2. Relocation Plan

- 2.1 T-Mobile shall, at T-Mobile's expense and schedule, construct the New System for the Affected Paths as further specified in Schedule B hereto (the "Scope of Work"). Any changes to the Scope of Work must be approved in writing by Incumbent.
 - a) T-Mobile shall submit design plans based on Schedule B for review and approval by the Incumbent. Incumbent will review and approve or disapprove of such plans for compatibility with Incumbent's existing systems and facilities.
 - b) The Incumbent shall also have inspection and approval rights for construction and materials, including the right to have any deficiencies corrected prior to accepting any work. Incumbent must notify T-Mobile of any deficiencies within five (5) days of notification of the equipment being delivered or completion of the New System. All design and inspection approval performed by Incumbent shall be for Incumbent's sole internal purposes and shall not constitute, or substitute in any way any permitting or approval process needed by T-Mobile to construct the New System for the Affected Paths.
 - c) T-Mobile shall reimburse Incumbent for specific, identifiable costs caused by the relocation and as permitted by FCC rules; provided that, such costs shall not exceed \$4,000 (except for costs related to the Bonneville Power Authority Snohomish site, which are separately addressed in Section 5.1).

- 2.2 Within seven (7) business days after the Incumbent begins full operation of the New System for the Affected Paths, and provided that (1) all necessary licenses and permissions required by all applicable laws for both T-Mobile and Incumbent have been obtained, including but not limited to FCC regulations; and (2) the Condition Precedent set forth in Section 14.3 has taken place, the Incumbent shall discontinue the use of the Affected Path(s).
- a) Incumbent shall have an Additional Testing Period of ninety (90) days within which it may request T-Mobile to correct any deficiencies in the New System and T-Mobile will pass on to Incumbent all applicable engineering, construction and equipment warranties. If during such Additional Testing Period, the Incumbent determines that the New System for the Affected Paths does not satisfy the material standards of Schedule B and/or is not functionally equivalent to the Incumbent's Current System, Incumbent shall provide thirty (30) days notice to T-Mobile and , T-Mobile shall remedy such defects, or if such defects continue to violate the material standards set forth in Schedule B as to make relocation of the New System necessary to satisfy those standards, T-Mobile shall relocate the Incumbent's system to one of the following: (1) an equivalent 2Ghz channel; (2) another comparable frequency band; (3) a land line system, or (4) any other system or facility that satisfies the material standards of Schedule B and is functionally equivalent to the Incumbent's Current System, all at the sole cost and expense of T-Mobile.
 - b) T-Mobile will assist Incumbent in filing with the FCC and other applicable authority(ies) all forms, applications, requests, authorizations or other documentation necessary to terminate all licenses associated with the Affected Path(s). Such forms, applications, requests, authorizations and other documentation shall be approved in writing by the Incumbent and T-Mobile prior to any submission or filing and are subject to the Condition Precedent.
 - c) T-Mobile's assistance shall include arranging for T-Mobile's contractor to assist, gather and complete such forms, applications, requests, authorizations or other documentation necessary or convenient for submittal to the FCC and other applicable authorities.

3. Turnkey Services

3.1 In constructing the New System, T-Mobile shall provide Seattle City Light, at T-Mobile's expense, the following turnkey microwave relocation

services (the "Services") necessary to relocate the Affected Path(s) in accordance herewith:

- a) Program manage the acquisition, installation and testing of the radio equipment for the New System;
- b) Obtain, or as may be requested by the Incumbent or necessary because of existing third party arrangements, i.e., with Bonneville Power Administration, assist the Incumbent in securing all required governmental and third-party permits, authorizations and inspections for relocation of the Affected Path to the licensed frequencies or other facilities selected for the New System;
- c) On behalf of and for the sole benefit of Incumbent, ensure that necessary steps are taken to obtain FCC licenses for all or any portions of the New System that require such licenses;
- d) Oversee, coordinate and manage the construction of the New System, including engaging subcontractors; and replacing the existing radio system with the New System; and
- e) Provide technical and engineering support as required.

3.2

- a) T-Mobile is authorized to bring the materials and equipment shown in Schedule B, attached hereto, onto Incumbent property in furtherance of the contemplated work. In the event any changes or additions to this list are made or needed, T-Mobile agrees to present for review and approval all such changes and/or additions to the Incumbent. Incumbent shall endeavor to timely respond to any submitted changes or additions.
- b) T-Mobile shall comply with applicable governmental laws, ordinances, and regulations in performing the Services, including all environmental laws, including those governing or in any way relating to, any hazardous substance. T-Mobile shall also report any discovery of any hazardous substance on Incumbent's site at the earliest commercially reasonable time. If the Incumbent's property becomes contaminated as a result of actions hereunder by T-Mobile, its officials, employees, agents, consultants, contractors, representatives, or licensees, invitees, then T-Mobile shall clean up and remediate contamination caused by T-Mobile to the extent necessary to bring the property in compliance with Environmental Laws..

- c) T-Mobile covenants and agrees that T-Mobile will not use, store, dump, bury or transfer any hazardous substances, inoperable vehicles, chemicals, oils, fuels, explosives, flammable materials, or containers for said substances, chemicals, oils, fuels, etc., on or in any property owned by Incumbent without the express written consent of Incumbent.
- d) T-Mobile further agrees the Incumbent's property will not be used for salvage activities or accumulation of scrap materials without prior notification and approval by the Incumbent. T-Mobile must submit to the Real Estate Services Unit of Seattle City Light a plan for the collection, storage and disposal of all Hazardous Waste(s) (as defined below) which may be used or generated on the site, including, waste oils, solvents and other chemicals. The Environmental Affairs Division of City Light will review the plan for compliance with appropriate laws.

3.3 Seattle City Light will be responsible for the following:

- a) Providing reasonable cooperation to T-Mobile as to the following: (1) design, program manage the acquisition, installation and testing of the radio equipment for the New System, including if necessary the remedies and relocation efforts required under Section 2.2(a); (2) to remove and dispose of the Current System equipment ; and (3) transfer of title to the Current System (less equipment and material incorporated in the New System) to T-Mobile to be effective upon the Incumbent's final acceptance of the New System, executing the Certificate of Acceptance (subject to the Additional Testing Period), and warranting to T-Mobile that it is not aware of any liens or encumbrances on the Current System, and otherwise reasonably cooperating with T-Mobile to remove and dispose of the Current System equipment and material that is not required for the New System;
- b) Providing personnel and/or resources necessary to endeavor to meet the project schedule;
- c) Assisting T-Mobile's efforts in securing governmental and third-party permits, authorizations, and inspections;
- d) Providing reasonable efforts, subject to the Condition Precedent, including assistance with the preparation of all forms and/or applications required to be filed by Seattle City Light with the FCC or other applicable authorities in connection with the cancellation or modification of the licenses for the Affected Paths and the applications

for licenses for the New Paths in a timely manner so as not to negatively affect the project schedule;

- e) In the case of property leased by Seattle City Light, assist T-Mobile with any modifications to leases or other consents that may be necessary for the new system prior to start of T-Mobile's installation of the system.

4. Testing and Acceptance of New System

Upon notice to Seattle City Light, T-Mobile and Seattle City Light shall inspect and test the New System for a period of seven (7) calendar days (the "Initial Testing Period").

Within four (4) calendar days after the Initial Testing Period, Seattle City Light will deliver to T-Mobile a certificate of installation, in the form which is attached as Schedule C hereto (the "Certificate of Installation"). Omissions and deficiencies, if any, discovered during the Initial Testing Period will be noted on the Certificate of Installation. T-Mobile shall promptly correct any noted omission or deficiency, and Seattle City Light and T-Mobile will then re-inspect and retest the New System for a period of seven (7) calendar days after the Initial Testing Period (the "Retesting Period").

Within four (4) calendar days after the conclusion of an Initial Testing period or a Retesting Period in which no further corrections are necessary, Seattle City Light, with the assistance of T-Mobile, shall commence relocation of the communication channels from the Current System on the Affected Paths to the New System, such relocation is intended to be completed within ten (10) calendar days after the conclusion of the Initial Testing Period or a subsequent Retesting Period in which no further corrections are necessary.

Upon completion of that relocation, within three (3) business days, Seattle City Light shall deliver to T-Mobile a signed certificate of acceptance for the New System in the form which is attached as Schedule D hereto (the "Certificate of Acceptance"), which shall signify Acceptance and the start of the 90 day Additional Testing Period and the additional protections stated therein. Nothing in this section or in the delivery of the Certificate of Acceptance shall be deemed or construed as a waiver of any rights and remedies available to the Incumbent under this Agreement or the Additional Testing Period.

Upon Acceptance, T-Mobile shall assign title to the equipment included in the New System to Seattle City Light free and clear of any liens and encumbrances. As of the date of Acceptance, but subject to Incumbent's remedies in Section 2.2 during the duration of the Additional Testing Period, Seattle City Light acknowledges and accepts potential RF interference (within industry standards) to its microwave operations on the Affected Paths from T-Mobile's AWS systems in the Market, and Seattle City Light agrees not to cause interference with T-Mobile's AWS systems in the Market from the Affected Paths.

5. Cost of the New System

5.1 T-Mobile shall pay all costs associated with the relocation of the microwave operations on the Affected Paths to the New System, including the cost of equipment, installation, engineering, FCC licensing, contractors, and other costs incurred by T-Mobile or its designees, and (ii) each party shall bear its own expenses for any other New System costs not otherwise specifically allocated herein provided that, T-Mobile's shall pay for Incumbent's out-of-pocket expenses in placing personnel at the Bonneville Power Authority site in Snohomish during construction.

6. Seattle City Light Cooperation

6.1 During the course of this Agreement, Seattle City Light and its Affiliate shall provide T-Mobile with reasonable cooperation, support and assistance necessary to permit T-Mobile (and its designees) to properly and timely effectuate the Services, including but not limited to the following:

- a) Furnish, as promptly as reasonably requested by T-Mobile, all necessary and appropriate documents and licenses issued by the FCC, records and reports related to the Affected Paths, including evidence of title and ownership, leasing arrangements(if applicable), tower and foundation drawings, equipment drawings, floor plans, wiring diagrams, and permits (where required), and all other information concerning the Current System which may be reasonably requested by T-Mobile (collectively, the Seattle City Light information");
- b) Regardless of the Condition Precedent, provide reasonable access to and opportunity for storage of materials and equipment at all the facilities, plants, towers and equipment that are utilized in or related to the Affected Paths for the purpose of delivering, installing and testing the New System;
- c) Provide the equipment manufacturer and any other relevant information regarding the Current System, including equipment model and manufacturer, and channel plans;
- d) Provide such assistance as is specified in Schedule B; and
- e) Provide such other support and assistance as T-Mobile or its designees may reasonably request.

6.2 During the course of this Agreement, Seattle City Light agrees not to do any of the following without the prior written consent of T-Mobile:

- a) Create or permit any lien or other encumbrance on the equipment of the Current System or operation on the Affected Paths.
- b) Directly or indirectly sell, lease or otherwise dispose or remove equipment comprised in the Current System or operations on the Affected Paths.
- c) Enter into or become bound by any agreement under which Seattle City Light's rights to the operations on the Affected Paths would be altered, or permit the Seattle City Light leasehold interests for the Current System facilities to expire or be terminated.

6.3 During the course of the Agreement and subsequently until the FCC's Microwave Relocation cost sharing sunset date, Seattle City Light agrees that, at T-Mobile's request, Seattle City Light will furnish reasonable cooperation and assistance to T-Mobile as may be necessary for T-Mobile to participate in a cost-sharing plan with other AWS (or other relevant service) licensees benefiting from the relocation hereunder, including but not limited to the assignment, exercise, or assertion of Seattle City Light's rights to interference protection for the Affected Paths, provided that such reasonable cooperation and assistance does not present any out-of-pocket costs to Seattle City Light. In the event that such reasonable cooperation and assistance results in any out-of-pocket costs or charges to Seattle City Light, T-Mobile agrees to promptly and timely pay such costs. In addition, Seattle City Light represents and warrants that it has not already recovered cost for the relocation of the Affected Paths, shall in the future not seek recovery of such duplicative costs, and will inform AWS license holders seeking relocation of the Affected Paths that relocation already has been arranged.

7. Term

This Agreement will commence on the Effective Date and will remain in effect until Acceptance of the New System and the 90 day Additional Testing Period has expired ("Term"). Either party may terminate this Agreement immediately following thirty (30) days notice to the other Party of a breach and an opportunity for the allegedly breaching party to cure. Upon any termination of this Agreement or expiration of the Term, all rights and obligations of the parties under this Agreement shall be extinguished, except that the rights and obligations of the parties under Sections 4, 6.3, 9, 10 and 12 shall survive such termination or expiration.

8. Force Majeure

Each Party shall not be liable for any delays due to causes beyond its reasonable control, including, but not limited to, acts of the public enemy, fires, floods, acts of any government, strikes, embargoes, acts of God, acts of the other Party or its vendors or contractors and their respective employees or agents, unusually severe weather

conditions, acts of terrorism or any other condition beyond the reasonable control and without the fault of the first Party. In the event of any such contingency, the Party whose performance obligation is adversely affected will be given a reasonable period of time in which to complete the performance of its obligations.

9. Representations, Warranties and Certain Additional Covenants

9.1 T-Mobile makes the following representations, warranties and additional covenants, as follows:

- a) T-Mobile is duly organized and validly existing in the jurisdiction of its organization and has all the necessary power and authority to execute, deliver and perform its obligations contemplated by this Agreement.
- b) The execution, delivery and performance by T-Mobile of this Agreement does not conflict with any law, regulation, order, contract or instrument to which T-Mobile is subject or by which T-Mobile is bound.
- c) This Agreement constitutes the valid and binding agreement of T-Mobile, enforceable against it except as enforceability is limited by the laws governing bankruptcy, insolvency and creditors rights and the general principles of equity.
- d) The Services will be performed in accordance with the Scope of Work and manufacturer's specifications and all negotiations with third-parties for work to be performed on behalf of the Incumbent shall be done in good faith and T-Mobile shall not negotiate away any normally sought and obtained material, design and workmanship warranties.
- e) Seattle City Light will receive good title to any equipment furnished to Seattle City Light for the New System, subject to the conditions to delivery of title set forth in Section 4.
- f) In addition to any other guarantees or warranties stated in this Agreement, T-Mobile shall :
 - (1) assign to the CITY any and all enforcement and warranty rights for deficient design, construction, equipment, materials and/or other items in any and all contracts arising out of or associated with the design, permitting and construction of the New System;

- (2) in the event necessary under any of the contracts arising out of or associated with the design, permitting or construction of the New System, obtain the necessary permission from the other contracting party(ies) for the assignment of such enforcement contract rights to the CITY; and
- (3) arrange for T-Mobile's vendor to furnish and provide the following, as they relate to the design, permitting and construction of the New System:
 - (i) payment and performance bonds naming the CITY as a Co-obligee;
 - (ii) Commercial General Liability insurance with limits of not less than One Million Dollars (\$1,000,000) each occurrence with the CITY named as an Additional Insured for products and completed operations liability; and
 - (iii) Errors and Omission insurance for design professionals with limits of not less than One Million Dollars (\$1,000,000) each claim.
 - (iv) Commercial General Liability and Errors and Omission insurance shall be placed with insurers and be of such form as acceptable to the CITY.
- g) THE WARRANTIES IN THIS AGREEMENT ARE THE ONLY WARRANTIES OF T-MOBILE THAT SHALL APPLY, ARE IN LIEU OF ALL OTHER EXPRESS WARRANTIES AND EXCLUDE ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SAVE FOR ANY ENGINEERING, DESIGN, MANUFACTURER OR CONTRACTOR WARRANTY THE NEW SYSTEM IS PROVIDED ON AN "AS IS" BASIS AND IN ANY CASE T-MOBILE DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER WARRANTIES.

9.2 Seattle City Light makes the following representations, warranties and additional covenants to T-Mobile, as follows:

- a) Seattle City Light is duly organized and validly existing in the jurisdiction of its organization and has all the necessary power and authority to execute, deliver and perform its obligations contemplated by this Agreement.

- b) The execution, delivery and performance by Seattle City Light of this Agreement does not conflict with any law, regulation, order, contract or instrument to which Seattle City Light is subject or by which Seattle City Light is bound.
- c) This Agreement constitutes the valid and binding agreement of Seattle City Light enforceable against it except as enforceability is limited by the laws governing bankruptcy, insolvency and creditors' rights and the general principles of equity.
- d) The Seattle City Light information is true, complete and accurate to the best of Seattle City Light's knowledge and belief.
- e) Except for the reallocations by the FCC to T-Mobile, the FCC authorizations for the Affected Paths are in full force and effect, and have not been assigned, suspended, modified or revoked by the Incumbent. There is not pending or threatened by any entity, including the FCC, having jurisdiction over Seattle City Light or the Affected Paths, any application, petition, objection or pleading which questions the validity or contests the authorizations or their primary status, which, if accepted or granted, would result in the revocation, cancellation, suspension or any materially adverse modification of any authorizations, and Seattle City Light is not aware of any reason that such a proceeding could be commenced..
- f) The licensed paths comprising the Current System are, in fact, operational and carrying commercial communications traffic as required by FCC regulations.
- g) Seattle City Light either owns the real property on which the towers, equipment, and other facilities included in the New System are to be located or has sufficient rights or interests therein to permit performance by T-Mobile of its obligation under this Agreement, and there are no restrictions or encumbrances on or pertaining to such property, including access to real property, that would restrict such performance and that the equipment comprising the Current System is, or as of the date of conveyance to T-Mobile shall be, free and clear of all liens and encumbrances.
- h) As part of the preparation of the plan for the New System described in Schedule B, Seattle City Light has identified to T-Mobile any and all hazardous or toxic materials or environmentally sensitive facilities located at or adjacent to the facility which are known to Seattle City Light. The costs of removal of any such hazardous or toxic materials or special treatment of and any

liability for environmentally sensitive facilities shall be the responsibility of Seattle City Light.

- i) Other than this Agreement, the Incumbent has not received or contracted to receive any payment, whether monetary or in kind, for the relocation of the Affected Paths.

10. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EACH PARTY AND SUCH PARTY'S OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVE, DESIGNEES, AFFILIATES AND EMPLOYEES SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, OR FOR ANY LOST PROFITS OR BUSINESS INTERRUPTION, ARISING OUT OR RELATED TO ACTIONS TAKEN OR OMISSIONS OF SUCH FIRST PARTY IN CONNECTION WITH THIS AGREEMENT.

11. Insurance and Subrogation and Indemnification

(a) T-Mobile will maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. T-MOBILE may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance such party may maintain.

(b) T-Mobile (and their successors or assigns) hereby release the City of Seattle from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(c) Subject to the property insurance waivers set forth in subsection (b) above, T-Mobile and Seattle City Light each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or willful misconduct in the operations or activities by the indemnifying party or the employees, agents, contractors, or licensees, of the indemnifying party. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(d) T-Mobile shall not be responsible to Seattle City Light, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations.

12. Relocation Waiver

So long as T-Mobile complies in all material respects with its obligations under this Agreement, Seattle City Light agrees to waive any and all right it may have under the *FCC's ET Docket NO. 00-258* and rules promulgated thereunder and any related proceeding and rules, including without limitation any rights it may have or claim to relocate its microwave operations on the Affected Paths back to 2.1 GHz microwave operations.

13. Default

It shall be a "Default" hereunder, except as delayed pursuant to Section 8, if either Party fails to: (a) perform any material obligation herein; and (b) implement steps to cure such failure within thirty (30) calendar days after written notice from the other Party of such failure, and then to continuously pursue such steps to correct the failure as soon as possible but in no event later than such ninety (90) calendar days after written notice from the other Party of such failure. Upon occurrence of such a Default, the nondefaulting Party may terminate this Agreement.

14. General Provisions

14.1 Subcontractors: Seattle City Light acknowledges and agrees that the Services to be provided under this Agreement may be performed in whole or in part by outside contractors and subcontractors. Seattle City Light acknowledges and agrees that the general contractor for T-Mobile for the relocation project contemplated under this Agreement is expected to be CONTRACTOR NAME. T-Mobile shall be responsible for the quality of the Services performed by its contractors and subcontractors under this Agreement.

14.2 Entire Agreement – Waiver: This Agreement and the schedules hereto constitute the entire agreement and understanding between the parties and supersede all previous agreement and understanding between the parties and supersede all previous agreements, understandings, discussions or presentations, whether oral or written, concerning its subject matter. This Agreement may not be modified or changed in whole or in part in any way except in a writing executed by authorized representatives of the parties. No waiver of any right under this Agreement shall be effective unless in writing by the Party granting such waiver.

14.3 Condition Precedent: Both parties acknowledge and agree that this Agreement is entered into subject to the approval of the Seattle City Council. In the event that the Seattle City Council fails to approve this Agreement through a legally enacted ordinance within six months of the date of execution, the parties agree that they will unwind and undo all portions of this agreement that require

Council approval, provided, however, that any costs paid by T-Mobile under this Agreement shall remain T-Mobile's responsibility.

14.4 Replacement Agreement; Unwinding: In the event that City Council of the City of Seattle fails to approve such an ordinance, both parties agree to meet in good faith to negotiate a legally effective replacement agreement. In the event that no replacement agreement is reached within thirty (30) days of good faith negotiations, the parties agree to take all steps necessary to unwind this Agreement.

14.5 Authorized Signatory; Binding Effect: The signatories hereto represent that, subject to the Condition Precedent, they are duly authorized to sign this Agreement on behalf of their respective companies. For T-Mobile, only employees with the title of Vice President or higher are authorized to sign. Each Party signing this Agreement acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there shall be no presumption that ambiguities shall be construed or interpreted against the drafter. No broker, investment banker, legal adviser, financial advisor or other person is entitled to any broker's, finder's, legal advisor's or other similar fee or commission in connection with this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, assignees and transferees. Excluding parent, subsidiary or affiliated entities, neither Party may assign its respective rights or obligations hereunder without the express written consent of the other Party.

14.6 Counterparts: This Agreement may be signed in one or more counterparts, each of which shall be an original for all purposes but all of which taken together shall constitute only one instrument. Signed facsimile copies of this Agreement shall legally bind the parties to the same extent as original documents.

14.7 Severability: If any term or provision of this Agreement is determined to be void, unenforceable or contrary to law by a court of competent jurisdiction, or any regulatory or governmental entity having jurisdiction over the parties or the subject matter of this Agreement, the remainder of this Agreement shall remain in full force and effect.

14.8 Notices: All Notices and other communications hereunder required to be in writing shall be deemed duly given if personally delivered, or mailed by registered or certified mail, return receipt requested, or by overnight courier, addressed to the following:

Seattle City Light

Attn: Communications Supervisor
Bill Davis
North Service Center
1300 N 97th Street, Room 249

T-Mobile

T-Mobile USA, Inc.
Attn: Engineering Spectrum Clearing

12920 Se 38th St

Seattle, WA 98103

Bellevue, WA 98006

CC: Lena Tat

CC: Director – Legal Affairs FSC ENGR

Other Notice Information

Phone: (206) 684-4970

Email: bill.davis@seattle.gov

Fax: (206) 684-4956

Other Notice Information:

Phone: 425-383-2153

Email: SpectrumClearing@T-Mobile.com

Fax: 425-383-3990

And To: Communications Crew Chief

Robert St. Andre

North Service Center

1300 N 97th Street, Room 250d

Seattle, WA 98103

(Ph) (206) 684-4916

(Fax) (206) 233-7135

robert.st.andre@seattle.gov

14.9 Control: Nothing in this Agreement is intended or shall be construed to grant control of Seattle City Light's microwave system to T-Mobile or otherwise to prevent Seattle City Light from exercising its duties and obligations as an FCC licensee.

14.10 Miscellaneous: Seattle City Light and T-Mobile expressly agree to submit to the jurisdiction of the federal or circuit courts of King County, Washington for purposes of any disputes under this Agreement and for enforcement of any judgments arising out of such actions. Seattle City Light and T-Mobile agree to the application of the Communications Act of 1934, the Omnibus Reconciliation Act of 1993, the Telecommunications Act of 1996, other relevant federal law and regulation in any such actions. Seattle City Light hereby waives any immunity it may enjoy under local, state, tribal or federal law, except for the provisions of Seattle Municipal Code 5.24.005.

15 Confidentiality

Each Party agrees to keep strictly confidential the terms of this Agreement, and not to disclose the same except (a) to its employees, contractors, agents and representatives to the extent necessary to perform its obligation hereunder, (b) to the extent compelled by law or by order of any court or governmental agency of competent jurisdiction, provided that the disclosing Party shall give the non-disclosing Party prompt prior written notice of any disclosure request, application for court order, court order or other governmental process, before making any disclosure and shall give the non-disclosing Party an opportunity to object to and seek to prevent or omit such disclosure, (c) to the extent necessary to enable T-Mobile to recover under any cost-sharing or similar agreements, rules or other arrangements that relate to the relocation of the Affected Paths, or (d) to the extent any provisions are made known by T-Mobile to any person involved in providing the substitute facilities. Notwithstanding the foregoing, the filing with any agency of any

form, documents or correspondence necessary to voluntarily cancel, delete, discontinue, surrender or terminate Seattle City Light's operations on the Affected paths as contemplated by this Agreement shall not constitute a violation of this Section. T-Mobile understands that the Incumbent is subject to R.C.W. 42.56 *et. seq.*, Washington's Public Disclosure Act and agrees that any public disclosure request, which pertains to this Agreement, may be disclosed by the Incumbent unless T-Mobile takes its own measures to prevent such disclosure following Seattle City Light's notice thereof.

16 Further Assurances

From time to time hereafter, each Party will execute and deliver, or will cause to be executed and delivered, such additional instruments, certificates or documents, and will take all such actions, as the other Party may reasonably request, for the purpose of implementing and/or effectuating the provisions of this Agreement, or to ensure that the frequencies formerly used on the Affected Paths are available for use in the Market in the operation of the T-Mobile AWS systems free from interference from Seattle City Light on and after the date on which Seattle City Light has delivered the Certificate of Acceptance for the New System.

IN WITNESS WHEREOF; the parties hereto by their duly authorized representative have executed this Agreement the day and year first above written.

The City of Seattle, by and through its
City Light Department

Name: *George Carrasco*
By: *George Carrasco*
Title: *Superintendent*

V4. 11/6/06

T-Mobile USA, Inc.

Name: *[Signature]*
By: *Dave Mayo*
Title: *Vice President - Engineering*
Finance, Strategy & Development

T-Mobile Legal Approval By:

[Signature]
MARIN PETTMAN

Schedule A – Affected Paths

T-Mobile Link ID	Market	Call Sign A	Frequency A	Call Sign B	Frequency B	Specific Link Decommission Date
21-07553	Seattle	WCK74	2133.2	KOD97	2183.2	6/30/2007
21-07566	Seattle	WCQ20	2196.0	KOD98	2146.0	6/30/2007
21-07556	Seattle	WCK74	2144.4	WIA958	2194.4	6/30/2007

Schedule B
Scope of Work for Seattle City Light
Queen Anne (KOD97) to Duwamish (WCK74) to Creston
(WIA958) and Snohomish (WCQ20) to Bothell (KOD98)

1. OVERVIEW

T-Mobile desires to relocate the 2.1 GHz frequencies that are presently in use by Seattle City Light between Queen Anne (KOD97) to Duwamish (WCK74) to Creston (WIA958) and Snohomish (WCQ20) to Bothell (KOD98). T-Mobile proposes to replace the existing 2.1 GHz analog equipment for the Snohomish (WCQ20) to Bothell (KOD98) link with new hot-standby Harris Constellation 11 GHz radios, equipped with 8T1's. These radios will be licensed with a 3.75 MHz bandwidth if available. At time of frequency coordination, alternate bandwidth may have to be chosen.

For the Queen Anne (KOD97) to Duwamish (WCK74) to Creston (WIA958) hops, Seattle City Light will purchase GE J-Mux equipment to roll these channels onto their existing fiber. T-Mobile (Granger Telecom) will assist with this move by providing the necessary engineering services and documentation. This will enable T-Mobile to operate their desired AWS sites in the area.

T-Mobile has contracted with Granger Telecom (Granger) to provide the necessary engineering, equipment and services to accomplish the goal of relocating the subject microwave links which will clear the existing frequencies for AWS use by T-Mobile.

Granger Telecom hereby undertakes to provide the engineering, the necessary equipment, the frequency coordination, assistance with the FCC licensing change, and to install, test and cut-over the new microwave radio link and provide the engineering for rolling the Duwamish and Creston channels over to the fiber.

The Snohomish to Bothell path will be replaced with new Harris Constellation 11 GHz digital microwave radio and new Coastcom digital channel banks. The paths being replaced are presently equipped with Motorola Starpoint 2.1 GHz analog radios and Granger Telecom DTL analog multiplex. Replacement equipment will provide a complete working system for Seattle City Light with a higher capacity excellent reliability.

The antenna and waveguide system for the Snohomish to Bothell hop will be replaced with RFS Cablewave equipment and sized to meet path reliability requirements agreed upon by the Seattle City Light and T-Mobile. The Snohomish to Bothell path is 5.96 miles and will meet a calculated reliability factor of 99.99997% with the proposed antenna system and radios.

The existing DC Power at all sites is sufficient for the new electronics being provided and installed.

The existing structures at all sites are capable of holding new 11 GHz antennas. Structural analysis has **not** been performed to confirm this.

Therefore, we will replace the existing Snohomish to Bothell link with Harris Constellation 11 GHz hot-standby microwave radios, Coastcom digital multiplex, RFS Cablewave antenna systems, install and test in accordance with Harris radio and path specifications. Cut over of circuits from the existing analog to the new digital system will be done as soon as possible after system testing is satisfactorily completed and accepted by Seattle City Light. Cut over as with all work, will be scheduled and coordinated with Seattle City Light. The new microwave for Snohomish to Bothell will be installed and tested while the existing channels are re-routed by Seattle City Light temporarily over copper or fiber. The multiplex channels at Creston and Duwamish will be permanently re-routed over the existing fiber system.

Drawings will be provided for each site including but not limited to: Towers, grounding, DC systems (batteries and chargers), rack profiles, wiring diagrams, multiplex, microwave radios, channel drawings, and interface drawings.

2. RF and Multiplex Replacement

Granger has performed a field site and path survey to visually verify path clearances prior to ordering the frequency coordination and ordering materials.

The existing RF to be replaced for the Snohomish to Bothell path is analog 2.1 GHz equipment. Granger Telecom will provide new Harris Constellation 11 GHz, 8DS1 hot-standby microwave equipment.

For Snohomish to Bothell, the existing Granger Telecom DTL analog multiplex will be replaced with Coastcom digital multiplex. Circuits will be configured to provide a direct replacement for each existing circuit and wired to facilitate an orderly cut over.

Seattle City Light will provide Granger with an existing channel plan to facilitate the ordering of the required equipment to interface to the existing system.

For the Creston to Duwamish to Queen Anne microwave links, Seattle City Light will provide the GE J-Mux (Jungle-mux) equipment and Granger will assist in the engineering and documentation.

The new equipment for Snohomish to Bothell will be supplied in 7' x 19" racks that will include fuse and alarm panels, as standard from Harris. Granger Telecom will provide all other installation materials as well. The racks will be physically mounted and secured using good engineering practices and requirements for the geographical area.

3. D.C. Power Replacement

The existing D.C. chargers and batteries at all sites do not need to be upgraded.

4. Towers, Antenna & Waveguide System

New 11 GHz antennas and waveguide are required at Snohomish and Bothell to accommodate the new 11 GHz digital microwave equipment. Granger Telecom proposes to furnish equipment manufactured by RFS Cablewave. For Snohomish to Bothell, a four foot (4') antenna at Snohomish and an eight foot (8') antenna at Bothell. Waveguide will be E105 with pre-tuned connectors at the top and tunable connectors at the bottom. Waveguide runs will be installed to an appropriate position then 24" flex will be used to connect to the microwave equipment in the building. Waveguide will be connected directly to the antennas without flex. Grounding will be installed as required and all hardware will be stainless steel. Waveguide will be grounded at top, and bottom of run, and at building entrance. New RFS Cablewave pressurization equipment will be installed at Bothell and Snohomish. Each antenna and waveguide run will be tested, including sweep tests after installation and records of results furnished.

All new antenna mounts and other steel required will be hot-dipped galvanized.

T-Mobile is committed to conducting a structural analysis for the tower at Bothell and any structural modifications if required.

5. Spares

Granger will provide one set of Constellation Radio spares including frequency selective components as recommended by Harris, based on the standard spares kit available from Harris.

Granger will provide one set of spares for the Coastcom digital multiplex, which will include additional circuit cards.

6. Installation and Testing

Granger will undertake the physical installation and testing of the new 11 GHz microwave link between Snohomish and Bothell and also cut over circuits from the existing 2 GHz operations. Cut over will be scheduled and closely monitored by Seattle City Light. The new system will be installed and tested prior to removing any channels from service from existing system. *The existing system will be temporarily routed to copper or fiber by Seattle City Light.*

At each site, the microwave racks will be transported to the site by Granger and physically bolted in place. The racks will be supported using standard engineering

practices. The racks will be grounded in accordance with Seattle Light procedures, which will be provided. Granger will transport the antennas, waveguide, and accessories to each site. Antennas will be installed at predetermined centerlines for each site. New antenna mounts will be installed at each location. Dehydrators will be installed as needed to pressurize the waveguide upon installation. New waveguide entry boots will be provided on each run and holes cored in the building as needed.

The microwave equipment and digital multiplex will be installed at each site and tested in accordance with manufacturer's specifications. Each link will be tested on a per-hop basis. Testing to include BER tests on a minimum of one DS1 for less than 1×10^{-6} errors over the system for a 24 hour period. These shall be bi-directional tests. Complete test records will be provided at each site with a composite for Seattle City Light main office. Each individual circuit will be tested to insure proper operation at cut over.

A final detailed cut over plan will be prepared in advance for Seattle City Light consideration and approval. Subsequently, circuit cut over will be completed according to the plan approved by Seattle City Light. Granger recognizes the critical nature of these circuits and understands that cut over may be scheduled at odd hours and will require personnel at various locations.

After cut over, Granger will ensure that all circuits are working properly on the new 11 GHz digital system.

Granger will provide engineering services to move the channels from the Creston and Duwamish sites over to the existing fiber. Seattle Light will provide the equipment which will be GE J-Mux. **Equipment list to be determined after the engineering is complete.** Granger technicians will assist Seattle Light technicians with the installation, testing and cutover of the channels to the existing fiber.

The 2GHz equipment at Snohomish and Bothell will be removed after Seattle City Light has temporarily routed the channels over fiber or copper. The 2GHz equipment at Crestin, Duwamish and Queen Anne will be removed after the channels are permanently re-routed to the existing fiber system.

7. Path Calculations and Profiles

Basic preliminary path calculations are included. Path reliability performance shall be better than 99.9999% one way per path.

Microwave Worksheet - Snohomish-Bothell - 11GHz.pl4

	Bothell	Snohomish
Elevation (ft)	419.00	103.00
Latitude	47 51 21.50 N	47 55 26.30 N
Longitude	122 10 47.00 W	122 06 02.40 W

True azimuth (°)	37.99	218.05
Vertical angle (°)	-0.93	0.87
Antenna model	RFS PAD8-107A	RFS SP4-107A
Antenna height (ft)	275.00	110.00
Antenna gain (dBi)	46.40	40.50
Radome loss (dB)	0.50	0.50
TX loss (dB)	9.93	5.45
RX loss (dB)	9.93	5.45
Frequency (MHz)	11125.00	
Polarization	Vertical	
Path length (mi)	5.96	
Free space loss (dB)	133.04	
Atmospheric absorption loss (dB)	0.15	
Net path loss (dB)	61.67	61.67
Radio model	Constellation	Constellation
TX power (watts)	0.36	0.36
TX power (dBm)	25.60	25.60
EIRP (dBm)	62.07	60.65
Emission designator	3M75D7W	3M75D7W
RX threshold criteria		BER 10-6
RX threshold level (dBm)	-81.50	-81.50
Maximum receive signal (dBm)	-20.00	-20.00
RX signal (dBm)	-36.07	-36.07
Thermal fade margin (dB)	45.43	45.43
Dispersive fade margin (dB)	71.50	71.50
Dispersive fade occurrence factor	1.00	
Effective fade margin (dB)	45.42	45.42
Climatic factor	6.00	
Terrain roughness (ft)	88.97	
C factor	2.84	
Average annual temperature (°F)	65.00	
Worst month - multipath (%)	99.99995	99.99995
(sec)	1.26	1.26
Annual - multipath (%)	99.99998	99.99998
(sec)	4.92	4.92
(% - sec)	99.99997 - 9.84	
0.01% rain rate (mm/hr)	42.00	
Flat fade margin - rain (dB)	45.43	
Rain attenuation (dB)	45.43	
Annual rain (%-sec)	99.99999 - 2.05	
Annual multipath + rain (%-sec)	99.99996 - 11.89	

	Materials
	Radios and Antenna Systems
2	Harris Constellation 8DS1 (3.75 MHz) Hot Standby Terminal
2	Antenna Port Ext Kit, 1 RMS
2	Orderwire, Rack and Fuse and Alarm panel, Keypad, Manuals
1	RFS PAD8-107 Antenna with dual side struts and radome
1	RFS SP4-107 Antenna with radome
540	Waveguide (RFS E-105) Including Copper Surcharge
4	Waveguide Connectors

2	Pressure Window
2	Twist Flex, 24"
18	Hanger Kits
18	Angle Adapter
6	Ground Kit, Factory attached lug, 24"
2	Ground Kit, Field attached lug, 60"
2	Hoisting Grip
18	Hardware Kit
2	Dehydrator (RFS APD-20)
2	Dehydrator Shelf
2	Pressure Manifold and Hardware for Dehydrator
2	Entry Boots
2	Wire, Cables, Connectors, Hardware, and Misc.
1	Shipping for radios and antennas
Channel Bank Equipment	
2	Coastcom Channel Banks, terminal sites
	*(at 24 VDC Coastcom power supplies are not redundant, spare 24V power supplies will be provided at each site)
2	Spare 24VDC power supply for each channel bank
2	DSX-1 Jackfield
2	Cables and Connectors
1	Shipping for Channel Bank Equipment
Tower Related Materials	
2	Pipe Mount (Leg Mount)
4	Tie Back Support Bracket
1	Shipping for Tower Related Materials
DC Power Requirement	
	None Needed
Spare Equipment	
1	Harris Microwave Radio Spares
1	Coastcom Digital Channel Bank Spares

Schedule C – Certificate of Installation

T-Mobile Link ID	Call Sign A	Call Sign A Frequency	Call Sign B	Call Sign B Frequency	Specific Link Decommission Date
21-07553	WCK74 (Duwamish)	2133.2	KOD97 (Queen Anne)	2183.2	6/30/2007

___ Initial Testing / ___ Retesting Period – xx/xx/xx – xx/xx/xx:
(check applicable)

This serves as notification to Seattle City Light that as of xx/xx/xx, T-MOBILE has installed the New System in accordance with the Scope of Work.

According to Section 4 of this agreement, Seattle City Light now has seven (7) calendar days to inspect and test the New System.

The seven day Initial Testing Period ends at 11:59 P.M. on xx/xx/xx.

Results of Testing Period – xx/xx/xx:

Within four (4) calendar days (xx/xx/xx 11:50 P.M.) of the Initial Testing or Retesting Period and after completing the appropriate section below in “Testing Results”, this Certificate shall be returned to:

Name

Fax

Email

Testing Results (check appropriate box):

_____ - Testing confirmed New System is operating as designed and in accordance with the Scope of Work.

Seattle City Light shall commence relocation of the communication channels from the Current System to the New System, such relocation to be completed within ten (10) calendar days (xx/xx/xx 11:59 P.M.) after the conclusion of the testing period which results in no further corrections necessary.

_____ - Testing indicates omissions and/or deficiencies in New System which must be corrected. Omissions and/or deficiencies are as follows:

T-Mobile Project Manager

Kristin Lane

Phone: 425.383.2225

Email: kristin.lane4@t-mobile.com

RELOCATION PROJECT CONTRACTOR:

Title:

Phone:

Email:

Date Provided to Seattle City Light:

Seattle City Light SIGNATORY

Name:

Title:

Phone:

Email:

Date:

Schedule C – Certificate of Installation

T-Mobile Link ID	Call Sign A	Call Sign A Frequency	Call Sign B	Call Sign B Frequency	Specific Link Decommission Date
21-07566	WCQ20 (Snohomish)	2196.0	KOD98 (Bothell)	2146.0	6/30/2007

____ Initial Testing / ____ Retesting Period – xx/xx/xx – xx/xx/xx:
(check applicable)

This serves as notification to Seattle City Light that as of xx/xx/xx, T-MOBILE has installed the New System in accordance with the Scope of Work.

According to Section 4 of this agreement, Seattle City Light now has seven (7) calendar days to inspect and test the New System.

The seven day Initial Testing Period ends at 11:59 P.M. on xx/xx/xx.

Results of Testing Period – xx/xx/xx:

Within four (4) calendar days (xx/xx/xx 11:50 P.M.) of the Initial Testing or Retesting Period and after completing the appropriate section below in “Testing Results”, this Certificate shall be returned to:

Name

Fax

Email

Testing Results (check appropriate box):

____ - Testing confirmed New System is operating as designed and in accordance with the Scope of Work.

Seattle City Light shall commence relocation of the communication channels from the Current System to the New System, such relocation to be completed within ten (10) calendar days (xx/xx/xx 11:59 P.M.) after the conclusion of the testing period which results in no further corrections necessary.

____ - Testing indicates omissions and/or deficiencies in New System which must be corrected. Omissions and/or deficiencies are as follows:

T-Mobile Project Manager
Kristin Lane
Phone: 425.383.2225
Email: kristin.lane4@t-mobile.com

RELOCATION PROJECT CONTRACTOR:

Title:
Phone:
Email:

Date Provided to Seattle City Light:

Seattle City Light SIGNATORY

Name:
Title:
Phone:
Email:
Date:

Schedule C – Certificate of Installation

T-Mobile Link ID	Call Sign A	Call Sign A Frequency	Call Sign B	Call Sign B Frequency	Specific Link Decommission Date
21-07556	WCK74 (Duwamish)	2144.4	WIA958 (Creston)	2194.4	6/30/2007

____ Initial Testing / ____ Retesting Period – xx/xx/xx – xx/xx/xx:
(check applicable)

This serves as notification to Seattle City Light that as of xx/xx/xx, T-MOBILE has installed the New System in accordance with the Scope of Work.

According to Section 4 of this agreement, Seattle City Light now has seven (7) calendar days to inspect and test the New System.

The seven day Initial Testing Period ends at 11:59 P.M. on xx/xx/xx.

Results of Testing Period – xx/xx/xx:

Within four (4) calendar days (xx/xx/xx 11:50 P.M.) of the Initial Testing or Retesting Period and after completing the appropriate section below in “Testing Results”, this Certificate shall be returned to:

Name
Fax
Email

Testing Results (check appropriate box):

____ - Testing confirmed New System is operating as designed and in accordance with the Scope of Work.

Seattle City Light shall commence relocation of the communication channels from the Current System to the New System, such relocation to be completed within ten (10) calendar days (xx/xx/xx 11:59 P.M.) after the conclusion of the testing period which results in no further corrections necessary.

____ - Testing indicates omissions and/or deficiencies in New System which must be corrected. Omissions and/or deficiencies are as follows:

T-Mobile Project Manager

Kristin Lane

Phone: 425.383.2225

Email: kristin.lane4@t-mobile.com

RELOCATION PROJECT CONTRACTOR:

Title:

Phone:

Email:

Date Provided to Seattle City Light:

Seattle City Light SIGNATORY

Name:

Title:

Phone:

Email:

Date:

Schedule D-1 – Certificate of Acceptance

T-Mobile Link ID	Call Sign A	Call Sign A Frequency	Call Sign B	Call Sign B Frequency	Specific Link Decommission Date
N/A	WCK74 Duwamish	2133.2 MHz	KOD97 Queen Anne	2183.2 MHz	12/31/07

T-Mobile to complete:

Date Initial Testing or Retesting was completed: _____

Date Relocation to be complete (10 days after testing is complete): _____

Seattle City Light to complete:

Actual Relocation date: _____

On behalf of Seattle City Light, I am authorized to accept title and responsibility for the New Fiber Optic Interface designed to replace the microwave link listed above. T-Mobile USA, Inc. has engineered the Fiber Optic Interface, Seattle City Light has provided the Fiber Optic Equipment and Installation, subject to Seattle City Light's rights under the 90 day Additional Testing Period. All channels have been re-located from the microwave to the Fiber Optic System in accordance with the Scope of Work and manufacturer's specifications.

Within 3 business days after delivery of this Certificate of Acceptance to T-Mobile, Seattle City Light shall permanently discontinue the use of the Affected Path(s) and shall file with the FCC and other applicable authority(ies) all forms, applications, requests, authorizations or other documentation necessary to terminate all licenses associated with the Affected Path(s).

Also within three (3) business days after filing with the FCC, Seattle City Light shall provide to T-Mobile copies of the paper documents, screen prints of those electronically filed documents or other demonstrable evidence showing that cancellation of the licenses pertaining to the Affected Paths was effectuated.

Signature: _____
Name: _____
Phone: _____
Email: _____

Please return this Certificate of Acceptance, as well as documents demonstrating license cancellation to:

Ed McNamara, T-Mobile Microwave Relocation Project Manager

Fax: 425-383-3990

Email: spectrumclearing@T-Mobile.com

Schedule D-2 – Certificate of Acceptance

T-Mobile Link ID	Call Sign A	Call Sign A Frequency	Call Sign B	Call Sign B Frequency	Specific Link Decommission Date
N/A	WIA958 Crestin	2194.4	WCK74 Duwamish	2144.4	12/31/07

T-Mobile to complete:

Date Initial Testing or Retesting was completed: _____

Date Relocation to be complete (10 days after testing is complete): _____

Seattle City Light to complete:

Actual Relocation date: _____

On behalf of Seattle City Light, I am authorized to accept title and responsibility for the New Fiber Optic Interface designed to replace the microwave link listed above. T-Mobile USA, Inc. has engineered the Fiber Optic Interface, Seattle City Light has provided the Fiber Optic Equipment and Installation. All channels have been re-located from the microwave to the Fiber Optic System in accordance with the Scope of Work and manufacturer's specifications.

Within 3 business days after delivery of this Certificate of Acceptance to T-Mobile, Seattle City Light shall permanently discontinue the use of the Affected Path(s) and shall file with the FCC and other applicable authority(ies) all forms, applications, requests, authorizations or other documentation necessary to terminate all licenses associated with the Affected Path(s).

Also within three (3) business days after filing with the FCC, Seattle City Light shall provide to T-Mobile copies of the paper documents, screen prints of those electronically filed documents or other demonstrable evidence showing that cancellation of the licenses pertaining to the Affected Paths was effectuated.

Signature: _____
Name: _____
Phone: _____
Email: _____

Please return this Certificate of Acceptance, as well as documents demonstrating license cancellation to:

Ed McNamara, T-Mobile Microwave Relocation Project Manager

Fax: 425-383-3990

Email: spectrumclearing@T-Mobile.com

